

## BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_

\_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_  
as SURETY, are held and firmly bound unto the County of San Diego \_\_\_\_\_  
political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL  
AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment  
of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and  
successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \_\_\_\_\_

### THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically  
described as follows, for which bids are to be opened on \*\*Date\*\*  
for :

\*\*\*DATE\*\*\*

Construction of \*\*\*\*\*

(COPY HERE THE EXACT DESCRIPTION OF WORK, INCLUDING LOCATION AND PROGRESS)

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the  
same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be  
specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the  
Prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the  
other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and  
remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgement is recovered, the surety shall pay all costs incurred by the  
Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this \_\_\_\_\_ day of 19\_\_\_\_\_.

|              |              |
|--------------|--------------|
| _____ (SEAL) | _____ (SEAL) |
| _____ (SEAL) | _____ (SEAL) |
| _____ (SEAL) | _____ (SEAL) |
| Surety       | Principal    |

### ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 19\_\_\_\_\_ before me  
\_\_\_\_\_ a notary public in and for said County and State personally  
appeared \_\_\_\_\_ known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is  
subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_ the corporation named as Surety in said  
instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

### NOTE:

- (A) Signature of those executing for  
Surety must be properly acknowledged.
- (B) The Attorney-in-fact must attach a  
Certified copy of Power of Attorney.

\_\_\_\_\_  
Notary Public In and for the County of

\_\_\_\_\_  
State of California

SAMPLE

(Rev. 12/91)

S:/Contract Management/Bid documents/Bidder Bond.doc

## PERFORMANCE BOND

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the County of San

Diego

(hereinafter designated as OWNER) on \_\_\_\_\_ 19 \_\_\_\_\_

awared to \_\_\_\_\_  
(hereinafter designated as the PRINCIPAL) a contract for the work described as follows:

### CONSTRUCTION OF SOUTH BONITA STREET IMPROVEMENTS ACTIVITY NO. R90408

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,  
NOW THEREFORE, We, the Principal and \_\_\_\_\_

as Surety, are held and firmly bound unto the Owner in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his or its heirs, executors,  
administrators and successors, or assigns, shall in all things stand to a abide by, and well and truly keep and perform the covenants, conditions,  
and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time  
and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the  
Owner, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in dull force  
an virtue.

And the said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the  
terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its  
obligations on this bond, and it does hereby waive notice of any such change, extension to time, alteration or additions to the terms of the contract  
or to the work or to the specifications.

In the event suit is brought upon this bond by the Owner and judgement is recovered, the surety shall pay all costs incurred by the  
Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF \_\_\_\_\_ identical counterparts of this instrument, each of whom shall for all purposes be  
deemed and original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day  
of \_\_\_\_\_ 19 \_\_\_\_\_.

|              |              |
|--------------|--------------|
| _____ (SEAL) | _____ (SEAL) |
| _____ (SEAL) | _____ (SEAL) |
| _____ (SEAL) | _____ (SEAL) |
| Surety       | Principal    |

### ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 19 \_\_\_\_\_ before me

\_\_\_\_\_ a notary public in and for said County and State personally appeared  
\_\_\_\_\_ known to me (or proved to me on the basis of satisfactory evidence) to be the person whose  
name is subscribed to the instrument as the attorney in fact of \_\_\_\_\_ the corporation named as Surety in said instrument, and  
acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as attorney in fact.

NOTE: (A) Signature of those executing for Surety  
must be properly acknowledged.

\_\_\_\_\_  
Notary Public In and for the County of \_\_\_\_\_

(B) The Attorney-in-fact must attach a certified  
copy of Power of Attorney.

\_\_\_\_\_  
State of California

# SAMPLE

(Rev. 12/91)  
Bond.doc

S:/Contract Management/Bid documents/Performance

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the County of San Diego \_\_\_\_\_  
(hereinafter designated as OWNER) on \_\_\_\_\_ 19\_\_\_\_\_  
awarded to \_\_\_\_\_  
\_\_\_\_\_ (hereinafter designated as the PRINCIPAL) a contract for the work described as  
follows:

### CONSTRUCTION OF SOUTH BONITA STREET IMPROVEMENTS ACTIVITY NO. R90408

WHEREAS, said principal is required Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract.

NOW THEREFORE, We, the Principal and \_\_\_\_\_  
as Surety, as held and firmly bound unto the Owner in the penal sum of \_\_\_\_\_  
Dollars (\$) \_\_\_\_\_) lawful money of the United States, for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, hers/his/its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the California Revenue and Taxation Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the surety and in favor of all persons for whose benefit such bond is given, by reason of any breach of contract between the Owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been executed by the Principal and Surety above named, on the \_\_\_\_\_ day  
of \_\_\_\_\_ 19\_\_\_\_\_.

\_\_\_\_\_  
Principal (SEAL)

NOTE: (A) Signature of those executing for  
Surety must be properly acknowledged.

(B) The Attorney-in-fact must attach  
a certified copy of Power of Attorney.

By \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
By \_\_\_\_\_ (SEAL)  
Attorney-in-fact

(Attach required acknowledgements)

SAMPLE